

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					
			1. REQUISITION NUMBER		PAGE 1 OF 40
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE      09/06/2006		4. ORDER NUMBER	
5. SOLICITATION NUMBER 0406RQ63449		6. SOLICITATION ISSUE DATE      09/06/2006			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kendra Kozak		b. TELEPHONE NUMBER ( <i>No collect calls</i> ) (703) 787-1669 ext.	
8. OFFER DUE DATE/ LOCAL TIME      10/19/2006 4:30 pm		9. ISSUED BY CODE      00005		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE:          0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
NBC - GovWorks 381 Elden Street, MS 2510  Herndon, VA 20170-4817 TEL: (703) 787-1375 ext. FAX: (703) 787-1009 ext.		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE      00005		16. ADMINISTERED BY CODE      00005			
NBC - GovWorks 381 Elden Street, MS 2510  Herndon, VA 20170-4817 Attn: Kendra Kozak		NBC - GovWorks 381 Elden Street, MS 2510  Herndon, VA 20170-4817			
17a. CONTRACTOR/OFFEROR CODE      FACILITY CODE      No Contractor Information Available		18a. PAYMENT WILL BE MADE BY CODE      govpay GovPay Electronic Invoicing at http://www.govpay.gov e-mail: HelpDesk@govpay.gov Phone: 703-787-1200 ,			
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA ( <i>SIGNATURE OF CONTRACTING OFFICER</i> )	
30b. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )	
				31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		
		42d. TOTAL CONTAINERS		

<b>Line Item Summary</b>	<b>Document Number</b> 0406RQ63449	<b>Title</b> 63449 Crops Ar Ms	<b>Page</b> 3 of 40
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Major Crop Plans of Insurance Evaluation (Arkansas, Mississippi)		1.00	job	\$ _____	\$ _____
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(01/16/2007 to 01/15/2008)

Based on research conducted by Global AgRisk and RMA, Arkansas and Mississippi plans of insurance were selected for evaluation because those states are inadequately served. This requirements evaluates participation in crop insurance programs in Arkansas and Mississippi using RMA developed Program Evaluation Handbook, FCIC 22010. The outcome of evaluations may be recommendations to revise any resolution, manual, handbook, guide, directive, or actuarial structure to address any identified conflicts, ambiguities, inconsistencies, gaps, duplications, problems.

0001AA	Board Package and Presentation Support		1.00	job	\$ _____	\$ _____
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(01/16/2007 to 01/15/2008)

The Contractor shall submit a Board Package on the program evaluation to the Federal Crop Insurance Corporation Board of Directors (Board), and present the findings orally at the Board meeting, which will include responding to questions from the Board during the meeting. General Administrative Regulations-Subpart V - Submission of Policies, Provisions of Policies, Rates of Premium and Premium Reduction Plans provide guidance on the content and format for submissions to the Board.

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## COMMERCIAL CLAUSES

### 1 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

JANUARY  
2006

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements

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preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### Additional Instructions

## 2 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY  
1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

#### Technical Evaluation Factors

1.1 Past Performance-on this factor the Government will evaluate the quality of previous work products the Offeror and its key personnel have produced. Offerors that combine greater professional competence with a demonstrated ability to deliver consistently high quality products will receive a higher evaluation. Aspects which will be considered include the customer's perspective on:

"Usefulness and value of the services and products delivered (e.g., recommendations in previous work products were generally adopted).

"The key objectives and initial intent of the contracts were met (customer expectations).

"Previous work products contained relatively few substantial deficiencies, and the requested corrections were quickly and correctly made or satisfactorily explained;

"Previous work products contained detailed, logical, and insightful analysis and recommendations, use of appropriate statistical methods, insight into potential program vulnerabilities, etc.

1.2 Key Personnel Credentials-this factor evaluates the individual skills, education and experience of the key personnel proposed for the project.

1.3 Technical Approach-using the offeror's technical discussion (re: Proposal Instructions, Section 1.1), the Government will evaluate the offeror's planned approach for conducting the program review. Aspects that will be considered include analytical rigor, use of appropriate statistical methods, and techniques for generating useful insights into the program's operation.

1.4 Project Planning & Management Ability-this factor evaluates the Work Breakdown Structure, Delivery Schedule and Quality Control Plan. Proposals that demonstrate an effective technique for managing the program review and assuring that the solicitation's goals, objectives and requirements are achieved, and that present an effective and disciplined system for assuring that the offeror will produce good quality work in a timely manner will receive a higher evaluation.

#### 2.0 Price Evaluation

Overall, the Government considers price less important than the above technical and business factors on this solicitation. But as technical proposals approach parity, price will become more important. Notwithstanding this, the realism of proposed prices will be evaluated as a reflection of the offeror's understanding of the requirements. The proposed prices will be evaluated separately but in conjunction with the technical proposal elements. A proposed price that is considered by the Government to be too low to accomplish the proposed technical approach may constitute a potential performance risk to the Government in terms of quality and ability to meet delivery schedules.

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Technical and past performance, when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

### 3 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS.

JUNE 2006

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.



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"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component", "domestic end product", "end product", "foreign end product", "Free Trade Agreement country", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act"

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

#### 4      52.212-04      CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS      SEPTEMBER 2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such

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occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect



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information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

5      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS**      JUNE 2006

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).
- \_\_\_ (4)[Reserved]
- \_\_\_ (ii) Alternate I (MAR 1999) of 52.219-5.
- \_\_\_ (iii) Alternate II (JUNE 2003) of 52.219-5.
- \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

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- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_x\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- \_x\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_x\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- \_x\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_x\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_x\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (23) 52.225-1, Buy American Act Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUNE 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (JUNE 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) [Reserved]

\_\_\_ (28) [Reserved]

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_x\_ (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

6      52.204-09      PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL.      JANUARY 2006

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

7      52.217-08      OPTION TO EXTEND SERVICES      NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_\_14\_\_ days\_.

(End of clause)

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8 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

FEBRUAR  
Y 2006

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

9 52.227-17 RIGHTS IN DATA-SPECIAL WORKS

JUNE 1987

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or

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authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

#### 10 52.232-01 PAYMENTS

APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### 11 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

OCTOBER  
2004

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 12 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

FEBRUAR  
Y 2006

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

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(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

## STATEMENT OF WORK

### 13 STATEMENT OF WORK

USDA Risk Management Agency

Statement of Work

For

EVALUATION OF THE MAJOR CROP PLANS OF INSURANCE IN ARKANSAS AND MISSISSIPPI

RMA-PDD-06-04

August 21, 2006

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## Section 1.0 General Information

### 1.1 Requiring Agency:

United States Department of Agriculture (USDA), Risk Management Agency (RMA), Office of Product Management

### 1.2 Organizational Contact:

The Contracting Officer's Technical Representative (COTR) will be identified at the time of award.

### 1.3 Contract Type Contemplated:

Firm fixed price, except for Deliverable 7: Board Assistance (Board Package and Presentation Support), which shall be time and materials.

### 1.4 News Releases

The Contractor shall not make any news release pertaining to this procurement without prior Government approval and then only in coordination with the Contracting Officer or COTR.

### 1.5 Scope of Authority

The offeror is advised that the Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement, and that only the Contracting Officer or the COTR is authorized to accept or reject deliverables.

### 1.6 Non-Disclosure and Confidentiality

Section 502(c) of the Federal Crop Insurance Act (7 U.S.C. § 1502(c)) states that no person may disclose to the public information provided by a producer under the Act unless the information has been transformed into a statistical or aggregate form in which the individual submitter is unidentifiable or the producer consents to such disclosure. The Contractor shall maintain the confidentiality of all data provided by RMA, all analyses and the results of such analyses conducted under this SOW, all programs, models, formulas, etc., all graphs, charts, and any other document or information used, created or generated through the performance of any task under the SOW. No person may view or have access to any data provided by RMA, any analyses and the results of such analyses conducted under this SOW, any programs, models, formulas, etc., any graphs, charts, and any other document or information used, created or generated through the performance of any task under the SOW unless such access is necessary to perform a task under this SOW. The Contractor shall keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis, unless prior written approval is obtained from the Contracting Officer. The Contractor shall immediately notify the Contracting Officer, in writing, in the event that the Contractor determines or has reason to suspect a breach of this requirement. The Contractor shall insert the substance of this clause in any consultant agreement or subcontract hereunder. At the completion of this contract, the Contractor shall be required to destroy or return all data or information made available by the Government that are not intended for public disclosure.

### 1.7 Paperwork Reduction Act

For any information collection activities subject to the Paperwork Reduction Act (PRA) that may be performed under this contract, the Contractor shall comply with the PRA.

### 1.8 Acronyms:

CSREES	Cooperative State Research, Education, and Extension Service
DAC	Deputy Administrator for Compliance
DAIS	Deputy Administrator for Insurance Services
DARD	Deputy Administrator for Research and Development



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FAO	Food and Agriculture Organization of the United Nations
FCIC	Federal Crop Insurance Corporation
FSA	Farm Service Agency
MPCI	Multiple Peril Crop Insurance
NASS	National Agricultural Statistics Service
NRCS	Natural Resources Conservation Service
RMA	Risk Management Agency
RO	Regional Office of RMA
USDA	United States Department of Agriculture

#### 1.9 Definitions:

Act - The Federal Crop Insurance Act (7 U.S.C. 1501-1524), as amended.

Actuarial documents - The material for the crop year that is posted on RMA's website at the URL <http://www.rma.usda.gov>. These documents show the amounts of insurance or production guarantees, coverage levels, premium rates, insurable crop production practices, insurable acreage, and other related information regarding crop insurance for a crop in a county.

Acceptable data source - Publications and data of the RMA, CSREES, NASS, other agencies of the USDA; marketing and promotion organizations supported by public funds or a check-off system; State Departments of Agriculture; any grower organization or association whose membership represents 15 percent of growers in the area the organization or association serves, any generally recognized authoritative or professional journal or magazine, or any other source approved by RMA, schools of higher education; international agencies such as FAO or the World Bank; growers' organizations or associations whose membership is representative of growers in one or more areas; and farm level data subject to review by qualified crop insurance experts. In addition, the term includes any generally recognized authoritative or professional journal or magazine, or any other source approved in writing by RMA.

Appendix III (Data Acceptance System Handbook) - An appendix of the 2005 Standard Reinsurance Agreement (SRA) that provides instructions and information for reporting reinsured company data to the Risk Management Agency/Federal Crop Insurance Corporation. Also known as the M-13 Handbook.

Board - The Board of Directors of Federal Crop Insurance Corporation.

Actuarially Sound - A situation in which the premium rates charged to insured persons are sufficient to cover the present value of expected future losses and to build a reasonable amount of reserve.

Code of Federal Regulations (CFR) - Proposed and final regulations published in the Federal Register also are considered to be part of the CFR.

Crop Insurance Handbook (CIH) - A document denoted by RMA as the Crop Insurance Handbook in effect at the time the Program Evaluation is performed. See the URL <http://www.rma.usda.gov>

Catastrophic Risk Protection Coverage (CAT) - The minimum level of coverage offered by FCIC for the program that is required before the insured may qualify for certain other USDA program benefits unless the insured executes a waiver of any eligibility for emergency crop loss assistance in connection with the crop.

Cost-benefit analysis - A process whereby the expected monetary and non-monetary public and private outlays of a proposed action are compared to the expected monetary and non-monetary returns to beneficiaries. This is accomplished by an examination of available raw data and data assumptions, by developing model premises and description, and by estimating the model's results and projecting those results to actual circumstances. A cost-benefit analysis recognizes the principles set forth in the document "Economic Analysis of Federal Regulations under Executive Order 12866" as set forth at the URL <http://www.whitehouse.gov/omb/inforeg/riaguide.html>.

Contracting Office's Technical Representative (COTR) - an employee of RMA who assists the Contracting Officer with technical administration of the contract.

Crop - An agricultural commodity insured under the authority of the Act that has been assigned to a contractor to perform a Program Evaluation.

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Crop insurance procedures - Methods approved by RMA to administer approved crop programs. The term includes the Underwriting Guides, the CIH, the LASH, Manager's and R&D Bulletins, or other documents that may be issued by RMA that are applicable to the crop undergoing Program Evaluation. See the URL <http://www.rma.usda.gov>

Crop policy - The legal documents which establish a contract between the insured person and the insurance provider, including but not limited to the Common Crop Insurance Policy, the Basic Provisions, and the Crop Provisions, as published in the CFR or by RMA on its website; and the Special Provisions, as applicable, and the actuarial documents.

Crop program - The insurance plan or plans whereby the insurable interests of a producer of a crop are protected.

Earned Premium Rate (EPR) - The ratio of total premium divided by total liability.

Federal Crop Insurance Corporation (FCIC) - A corporation chartered by the U.S. Government and administered by the Risk Management Agency of the United States Department of Agriculture (USDA).

Farm Service Agency (FSA) - An agency of the United States Department of Agriculture, or a successor agency.

Generally Recognized - When agricultural experts or the organic agricultural industry, as applicable, are aware of the production method or practice and there is no genuine dispute regarding whether the production method or practice allows the crop to make normal progress toward maturity and produce at least the yield used to determine the production guarantee or amount of insurance.

Government - The Contracting Officer or his duly authorized representative (COR or COTR).

Indemnity - The amount of money that the approved insurance provider owes the insured based on the determination of loss.

Independent Actuary and Independent Researcher - Party (ies) not affiliated with or not having any interest in the day-to-day business operations of the contractor.

Insurance Experience - Tables that contain the number of policies earning premium, policies indemnified, units earning premium, units indemnified, net insured acres, liability, total premium, producer premium, subsidy, indemnity, loss ratio, earned premium ratio, and loss cost ratio.

Insurance Providers - Private insurance companies reinsured by FCIC.

Interview - A personal discussion with an interested party by a member of the review team. The purpose is to permit the interviewee to volunteer observations about the crop program.

Loss Adjustment Standards Handbook (LASH) - Provides the general standards with respect to claims for indemnity in addition to any Handbook issued by RMA that provides specific guidance for adjusting losses for the crop under review.

Liability - The total amount that the insurance provider would pay to the insured if there was a total loss.

Limited Resource Farmer - A producer or operator of a farm with: (a) direct or indirect gross farm sales of not more than \$100,000 in each of the previous two years (beginning fiscal year 2004, this is adjusted for inflation using Prices Paid by Farmer Index as compiled by NASS); and (b) a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years (to be determined annually using Commerce Dept. data)

Listening Session - Any meeting with agricultural producers, reinsured company personnel, agents and loss adjusters, or other interested parties wherein the participants are free to discuss any issue they deem relevant to the crop program under review.

Loss Cost Ratio (LCR) - The ratio of total indemnity divided by total liability.

Loss Ratio (LR) - The ratio of total indemnity divided by total premium.

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Manager's Bulletin - A document issued by RMA's Administrator to convey information that supplements the crop insurance procedures. See the URL <http://www.rma.usda.gov>

Plan of Insurance - A general structure of insurance that may be extended to one or ore crops (e.g., actual production history and revenue coverage).

Policy - An insurance policy or plan of insurance (including endorsements or options), including those approved under sections 508, 522, or 523 of the Act, and that is reinsured by FCIC. Also see Crop Policy.

Policy review procedure - An in-depth, detailed process to identify any problem areas or issues; to make recommendations to limit waste, fraud, and abuse; to assure actuarial soundness; and to determine acceptability of the crop programs to producers, insurance providers, the Government, and other interested parties.

Producer premium - The amount of premium paid by the insured.

Program materials - Basic Provisions, Catastrophic Risk Protection Endorsement, crop provisions, Special Provisions of Insurance, loss adjustment handbook, loss adjustment manual, all applicable actuarial documents, Appendix III, Crop Insurance Handbook, underwriting requirements, and other forms necessary to deliver the program.

Program - Plans of insurance in Arkansas and Mississippi

Risk Management Agency (RMA) - An agency within USDA that is responsible for administering the Federal Crop Insurance Program.

Quantify - Assigning measurable impacts to an action. In the context of this Handbook, the term means that a recommendation or determination shall be accompanied by a cost-benefit analysis. Quantified recommendations or determinations shall be complete with all raw input data and models, and shall show a bottom line with the overall projected cost of the recommendation or determination and the accompanying benefits with respect to affected growers, RMA, the Multi-Peril Crop Insurance (MPCI) private sector delivery system, other USDA agencies, taxpayers, and other interested parties where appropriate. The overall cost and benefit must be placed in the context of overall TO requirements.

R & D Bulletin - A document issued by DARD to convey information that supplements the crop insurance procedures. See the URL <http://www.rma.usda.gov>

Special Provisions of Insurance - The part of the policy (contained in the county actuarial documents) that contains specific provisions of insurance for each insured crop that may vary by county; e.g., planting dates, rotational requirement, exclusions to the policy, etc.

Standard Reinsurance Agreement - A cooperative financial assistance agreement between FCIC and approved insurance providers that establishes the terms and conditions for subsidy and reinsurance on eligible Federal crop insurance contracts by authority of the Act and promulgated regulations codified in 7 C.F.R. Chapter IV.

Subsidy - The amount of total premium paid by the FCIC on behalf of the insured.

Supportability - Recommendations that are logical, consistent with data collected and assumptions made, sufficiently detailed to justify conclusions, and based upon relevant and complete database(s). Data, data sources, data assu mptions, methodologies, findings, determinations, and recommendations are properly cited.

Systemic - With respect to deficiencies, weaknesses, or problems means a condition which is basic to the crop program and is experienced by the whole of it and not just particular areas of the country or other localized situations.

Total premium - The total amount of premium for an insured's coverage that is determined by multiplying liability by the unsubsidized premium rate.

## Section 2.0 Statement of Work

### 2.1 Contract Objectives:

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To identify causes of low participation and potential product design problems, and to obtain recommendations for program improvements, for the Federally reinsured plans of insurance in the states of Arkansas and Mississippi for the major crops of corn, cotton, grain sorghum, rice, soybeans and wheat.

## 2.2 Scope and Type of Work

This contract will involve submitting reports and oral presentations on the results of a comprehensive analysis and evaluation of the listed programs. In general, the work will involve critical thinking and innovative problem solving techniques; compiling and analyzing results of research; data collection and review, and data analysis; categorizing, analyzing, and summarizing verbal information; report writing, and presenting the findings orally; and project planning, scheduling and quality control. More specifically, the program evaluations will involve evaluating the applicable insurance program materials; obtaining grower and insurance provider feedback; tendering reports that document the contractor's evaluation of the program and its recommendations, and delivering oral presentations to RMA and the FCIC Board of Directors.

## 2.3 Background

In 2004, the Federal Crop Insurance Corporation (FCIC) Board of Directors (Board) contracted with the firm of Global AgRisk for an analysis of the crop insurance portfolio. The overall objectives of the analysis were:

- " To obtain the optimal risk transfer given the resource and institutional constraints that exist for administering Federal risk management programs for producers.
- " To explain the causes of low participation in existing RMA products.
- " To develop a systematic protocol for evaluating problems with existing products for resource allocation decisions that will improve the aggregate risk transfer of the portfolio of RMA product offerings.

Global AgRisk presented a systematic approach for identifying and diagnosing participation gaps. The protocol presented consists of four steps:

1. A method for identifying state and/or crop combinations with low market participation.
2. A diagnostic instrument consisting of 70 questions.
3. A single graphical evaluation score sheet to summarize and illustrate overall scores for the eight diagnostic categories.
4. A decision tree to suggest a logical response based on the overall scores assigned to each of the eight diagnostic categories.

In response to the portfolio analysis, RMA developed a Program Evaluation Handbook, FCIC-22010 (SOW Attachment 1) to provide a framework for comprehensive assessments of insurance programs operated by FCIC, both permanent (regulatory) and pilot. The framework provides guidance for program evaluations. Section 508(a)(7)(B) of the Federal Crop Insurance Act (Act) requires the FCIC Board of Directors to determine whether each State is being adequately served by the policies and plans of insurance offered by FCIC. The Act also requests that FCIC provide recommendations for increasing participation in States determined to be not adequately served. A program evaluation is performed to ensure that relevant provisions of the Act are met as effectively and efficiently as possible while providing risk management tools that meet the needs of agricultural producers. Program evaluations examine the past and present performance of a crop program to determine if that performance can be improved and if there are program vulnerabilities and weaknesses. The outcome of a program evaluation may result in recommendations to revise any regulation, manual, handbook, guide, directive, or actuarial structure to address any identified conflicts, ambiguities, inconsistencies, gaps, duplications, or other problems. A sound program is a program with documents that are clear, consistent, in accordance with the applicable law and regulations, understandable, predictable, and enforceable; that reduce the potential for fraud, waste, and abuse; and, that reduce risk of litigation.

Specifically, a program evaluation determines if:

1. There are problem areas or issues with the plan of insurance and to identify discrepancies between the policy provisions, procedures, and current practices and technology in the industry;
2. There are policy vulnerabilities and weaknesses;
3. The crop program is actuarially sound and to make recommendations that assure benefits to producers while achieving actuarial soundness;

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4. There are possible conflicts in program dates for the crop, type, practices, and areas insured;
5. There are possible conflicts between the underwriting standards and the underwriting handbook for the particular crop;
6. Loss adjustment standards are logical, non-ambiguous, and equitable for producers, approved insurance providers (AIP), and the Risk Management Agency (RMA);
7. Rates and the rating methodology are adequate for the crop, type and practices for the insured area;
8. Prices and the pricing methodology are adequate for the crop, type and practices for the insured area;
9. Is the information collected from AIPs accurate and sufficient to identify trends or problems in the insurance program;
10. There is acceptability of the crop program to producers, AIPs, RMA, and other interested parties;
11. AIP's marketing plans exist for the crop and a sufficient number of agents and loss adjusters have been trained to effectively deliver the program;
12. The program is being delivered efficiently and does not impose unwarranted burdens and costs on producers, AIPs, and RMA; and
13. Appropriate program modifications are available to address problem areas and that any proposed recommendations equitably impact producers, AIPs and RMA.

The Arkansas and Mississippi plans of insurance were selected for evaluation under the present solicitation because RMA considers these states to be inadequately served. This is based on the previous research conducted by Global AgRisk and by RMA, which identified Arkansas and Mississippi as two of several states experiencing low rates of participation overall.

There are many potential causes of low participation. Some crops exhibit very little revenue risk. Even if crops exhibit significant revenue risk, they may be produced as part of a diversified portfolio of crops, livestock, and/or off-farm income. Producers with highly diversified portfolios may not be interested in purchasing crop insurance for specific crops because the revenue risk of the overall portfolio is quite low. Many producers also manage risk using production and/or marketing practices such as irrigation or forward contracting. Of course, it is also possible that the existing Federal crop insurance product suffers from product design problems or does not cover the perils of most concern to producers.

#### 2.4 Specific Tasks and Deliverables

##### Deliverable 1: Data Analysis & Insurance Experience Report (in accordance with Attach. 1 & 3)

FCIC Handbook Components:		Handbook Pages:
A.	Initial Data Collection	13-14
B.	Industry Research	14
C.	Insurance Experience	15-16
D.	Plans of Insurance	21
E.	Unpublished RMA Data	23-24

##### Deliverable 2: Program Materials Report & Oral Presentation (in accordance with Attach. 1 & 4)

FCIC Handbook Components:		Handbook Pages:
A.	Policy Content and Structure	17-18
B.	Loss Adjustment Standards	18
C.	Underwriting Standards	18-19
D.	Data Acceptance System	
Requirements (Appendix III)		21-22

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Place of Performance for Oral Presentation: Kansas City, MO

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Deliverable 3: Rating & Pricing Analysis & Oral Presentation (in accordance with Attachment 1)

FCIC Handbook Components: Handbook Pages:

- |    |                               |       |
|----|-------------------------------|-------|
| A. | Rating Sufficiency & Analysis | 19-20 |
| B. | Pricing Analysis              | 20    |

Place of Performance for Oral Presentation: Kansas City, MO

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Deliverable 4: Diagnostic Tool Summary (in accordance with Attachments 1 & 2)

FCIC Handbook Components: Handbook Pages:

- |    |   |            |
|----|---|------------|
| A. | Program Acceptance                      | 22-23      |
| B. | Program Evaluation<br>(Diagnostic) Tool | 23 & 31-62 |

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Deliverables 5 And 6: Draft and Final Program Evaluation Summary Reports & Oral Presentation

The Contractor shall submit draft and final Program Evaluation Summary Reports documenting its evaluation, conclusions and recommendations for the program(s) under review and applicable program materials. The Program Evaluation Summary Report will address and incorporate all material comments or changes identified in response to the preceding Program Evaluation Oral Presentation. The Final Program Evaluation Summary Report shall be written in accordance with the standards set forth in the U.S. Government Printing Office Style Manual, (U.S. Government Style Manual (2000), 29th Edition). The Style Manual can be located at <http://www.gpoaccess.gov/stylemanual/browse.html>.

The scope of the data described in this SOW is too great for inclusion in a printed copy of the report. The Contractor shall summarize the data in order to report those aspects of it that are most salient to the analysis. Maps, graphs, and other techniques that effectively consolidate the information and highlight the meaning will be necessary in the body of the report. A complete dataset utilized for the analysis must be archived using a CD-ROM.

The content of the Program Evaluation Summary Report shall address the elements specified in Section 7, Final Evaluation Report Content, of the Handbook (SOW Attachment 1), as well as:

1. Recommendations, in accordance with Section 5, Pages 24-25, of the Handbook
2. Impact Analysis, in accordance with Section 6, Page 25, of the Handbook
3. Appendices: the Program Evaluation Summary Report shall contain the individual component reports (prior deliverables) as appendices.

Place of Performance for Oral Presentation: Kansas City, MO

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Deliverable 7: Board Assistance (Board Package and Presentation Support)

In accordance with Attachment 5

Place of Performance for Oral Presentation: Washington, DC

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## 2.5 Period of Performance

The Period of Performance for this requirement shall not exceed 1 (one) year from date of award. Offerors are encouraged to propose a schedule with a time frame of less than 1 (one) year. Proposed schedules will be evaluated as part of the Government's technical quotation evaluation.

### Deliverable:

### Completion Period/Submission Due Date:

1	DATA ANALYSIS AND INSURANCE EXPERIENCE REPORT	[To be proposed by Offeror]
2a.	PROGRAM MATERIALS ORAL PRESENTATION...	
2.	PROGRAM MATERIALS REPORT	...
3a.	RATING AND PRICING ANALYSIS ORAL PRESENTATION	...
3.	RATING AND PRICING ANALYSIS REPORT	...
4.	DIAGNOSTIC TOOL REPORT	...
5a.	DRAFT PROGRAM EVALUATION ORAL PRESENTATION	...
5.	DRAFT PROGRAM EVALUATION REPORT	...
6.	FINAL PROGRAM EVALUATION REPORT	...
7.	BOARD PACKAGE AND PRESENTATION	...

## Section 3.0 Government Furnished Information and Other Resources

- 3.1 The Contractor may access RMA's public website for information pertaining to existing crop policies, actuarial documents, underwriting procedures, loss adjustment procedures, reporting requirements (including acreage reporting requirements), and Summary of Business data. The Contractor may access other RMA website addresses pertinent to this contract. Following is a list of internet sites that the Contractor may reference for this contract. The list is not intended to be all-inclusive. RMA's main website is <http://www.rma.usda.gov>.

Risk Management Agencies Regional Office State Directory:  
<http://www.rma.usda.gov/aboutrma/fields/>

Risk Management Agencies, Agent Locator/Insurance Providers Listing:  
<http://www3.rma.usda.gov/tools/agents/>

Basic Provisions and Catastrophic Risk Protection Endorsement:  
<http://www.rma.usda.gov/policies/2004policy.html>

The Federal Crop Insurance Act:  
<http://www.rma.usda.gov/aboutrma/>

Summary of Business:  
<http://www.rma.usda.gov/data/>

Appendix III:  
<http://www.rma.usda.gov/pubs/ra/#05sra>

Handbooks:  
<http://www.rma.usda.gov/data/directives.html>

- 3.2 Government Furnished Data: The Government will furnish detailed electronic data sets specifically requested by the contractor and in accordance with Appendix III/Manual 13, and any available background data on the development of the programs, as well as data mining reports which show producer-level experience data (if available).
- 3.3 Government Furnished Facilities: Conference space for presentations to RMA or FCIC.

## Section 4.0 Contractor Furnished Resources

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Contractor Furnished Items: The Contractor shall provide all materials required to perform the contract in a form suitable and supported by RMA (Microsoft applications or SAS), except as discussed in Section 3.0. The contractor may wish to contact RMA to get a list of supported applications.

#### Section 5.0 Government Quality Assurance

1. **Inspection of Deliverables by the Government:** The Contracting Officer or Contracting Officer's Technical Representative (COTR) will inspect each deliverable and provide written results of its deliverable review (inspection) to the Contractor within 30 calendar days of receipt by the Government. At the Government's discretion, comments specifying improvements needed or minor deficiencies noted may be provided to the Contractor, along with an acceptance of the deliverable, in which case the Contractor may be required to document the corrections or improvements that were taken in the subsequent Program Evaluation Report. However, major deficiencies in a deliverable may result in its rejection, to include the failure of a resubmission to address the improvements or deficiencies submitted by the COTR regarding the prior version of the deliverable. In the case of a rejection, specifics will be provided to the Contractor as to the reasons for the rejection, as well as a deadline for re-performance (correcting deficiencies and resubmitting the deliverable). There shall be no constructive or inferred acceptance of any deliverable if the Government fails to meet the review deadline; however, in such cases an equitable adjustment to the delivery schedule may be granted. A deliverable that does not fully satisfy a requirement could also be subject to acceptance with a penalty, e.g., an equitable price reduction for the deliverable or other consideration deemed appropriate by the Contracting Officer.
2. The Government also reserves the right to monitor the Contractor's performance in accordance with its proper authority and contractual rights. Authorized Government personnel may visit the appropriate work area of the Contractor and may either observe the Contractor performing the tasks or review documentation, as appropriate. Monitoring may also include analysis of the key personnel hours expended as reported in the monthly reports submitted in accordance with Section 6.0. If key personnel hours show significant deviation below projected hours as detailed in the Offeror's proposal, it could trigger an on-site inspection or other compliance actions. The COTR may also conduct evaluations to check compliance with the Contractor's approved quality control plan.

#### Section 6.0 Reporting Requirements

The Contractor shall deliver progress reports by the 15th of each month that address progress on the contract work requirements, as they occur. The reports shall also include trip descriptions and significant meetings held or attended in performance of this contract. The progress reports shall be sufficiently detailed to allow the COTR to determine that the work efforts and level of progress are satisfactory. For example, the reports shall display activities performed by key personnel, by phase and task. This is for quality assurance purposes, not necessarily for invoice payment or cost tracking purposes. Progress reports shall also include a copy of the current project plan.

#### Section 7.0 Key Personnel

- 1) In order to avoid an organizational conflict of interest and ensure an objective and unbiased evaluation, anyone who is presently involved with loss adjustment or sales of the FCIC crop insurance programs related to this contract or receives any funding or other benefits from insurance providers who currently conduct crop loss adjustment and sales of this program shall not be eligible to participate in the activities of this contract as a prime contractor or subcontractor.
- 2) The Contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause.
- 3) The Contractor agrees that during the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and COTR and provide the information required by paragraph (4) below.
- 4) If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its Quote, the Contractor must propose a substitution of such personnel, in accordance with paragraph (5) below.



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- 5) All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer and COTR at least fifteen (15) calendar days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal to or higher than the qualifications of the person being replaced and must not be in conflict with (1) above.
- 6) In the event the Contractor designates additional key personnel as deemed appropriate for the requirements, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (5) above.
- 7) The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively and at his discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action

#### Attachments

1. Program Evaluation Handbook (FCIC 22010)
2. Program Acceptance Component of the Diagnostic Tool Summary
3. Required Data for the Data Analysis and Insurance Experience Report
4. Required Attachments for the Program Materials Report
5. Board Package Specifications

#### Attachment 1 - Program Evaluation Handbook (FCIC 22010)

Use the following hyperlink to access FCIC 22010:

[http://www.rma.usda.gov/FTP/Publications/directives/22000/06\\_22010.pdf](http://www.rma.usda.gov/FTP/Publications/directives/22000/06_22010.pdf)

#### Attachment 2 - Program Acceptance Component of the Diagnostic Tool Summary (for Del. 4)

- 1.0 Required contact feedback information:
  - 1.1 The state, county, location, and date of each contact, list of attendees, and narrative summary of feedback obtained.
  - 1.2 The methodology used (how the contacts were notified, the setting and the location of the contact, number of contacts, how limited resource farmers were identified in each area, how limited resource farmers were contacted, methods and sources used to contact required contacts);
  - 1.3 Data sources used (lists of required contacts and others who provided feedback on the program, including names, addresses, location and date of the contact).
  - 1.4 Any difficulties encountered in obtaining feedback on the program from the required contacts.
  - 1.5 Categorize the feedback by subject as shown below, by county, by date and method of the contact, by source (e.g., producer, grower association, university personnel, marketing groups, RMA, etc.), the number of sources providing the feedback, and the comment. (If no comments were collected on a topic, so state.)
    - 1.5.1 Do producers have knowledge of the program;
    - 1.5.2 Why producers elected or did not elect to use the program to meet their risk management needs;
    - 1.5.3 Did the program meet the growers' risk management needs;
    - 1.5.4 How the program affected the growers;
    - 1.5.5 What effect did the program have on the market;
    - 1.5.6 Other concerns or issues with the program;
    - 1.5.7 Impact of program requirements on existing marketing, buyer purchasing methods; and claim settlement practices;
    - 1.5.8 Understanding of the policy terms or conditions;

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- 1.5.9 Understanding of the loss notification requirements and indemnity calculations;
- 1.5.10 Understanding of the underwriting guidelines;
- 1.5.11 Understanding of the actuarial documents;
- 1.5.12 Understanding of rate calculations;
- 1.5.13 Understanding of the calculations to determine the amounts of insurance;
- 1.5.14 Understanding of data reporting requirements as detailed by Appendix III of the Standard Reinsurance Agreement;
- 1.5.15 Understanding of the implications of Waste, Fraud, or Abuse of the program;
- 1.5.16 Understanding of the Approved Insurance Providers responsibilities;
- 1.5.17 Understanding of forms completions and timelines of reporting information; and
- 1.5.18 Any other issues identified that do not fall into the previous categories.

### Attachment 3 - Required Data for the Data Analysis and Insurance Experience Report (for Del. 1)

Data shall be summed at the end of each section, with loss ratio, loss cost ratio, and earned premium ratio recomputed using the summed values, as applicable.

- 1.0 Table of Insurance Experience for the programs.  
Summary of all years of the program:
  - 1.1 By crop year;
  - 1.2 By crop year, by county;
  - 1.3 By coverage type: buy-up compared to Catastrophic coverage (CAT);
  - 1.4 By crop year, by coverage type: buy-up compared to Catastrophic coverage (CAT);
  - 1.5 By crop year, by county, by coverage type: buy-up compared to Catastrophic coverage (CAT);
  - 1.6 By coverage level percentage;
  - 1.7 By crop year, by coverage level percentage;
  - 1.8 By crop year, by county, by coverage level percentage;
  - 1.9 By reporting organization;
  - 1.10 By crop year, by reporting organization;
  - 1.11 By crop year, by county, by reporting organization;
- 2.0 Table of Indemnity and Indemnified Acres for the programs.  
Summary table of indemnity and indemnified acres of all years of the program:
  - 2.1 By cause of loss;
  - 2.2 By crop year, by cause of loss;
  - 2.3 By crop year, by county, by cause of loss;
  - 2.4 By option code (if applicable);
  - 2.5 By crop year, by option code (if applicable);
  - 2.6 By crop year, by county, by option code (if applicable).
  - 2.7 By crop year, by state, by county, by cause of loss, by policy count, by liability, by risk premium, by producer premium, by subsidy, by indemnity, by loss cost ratio, by earned premium, by loss ratio.
- 3.0 Participation rates (in percentages) (insured acreage divided by planted acreage) for the programs, if applicable. Note: If planted acreage data is not available, use harvested acreage. Sources used and research completed to obtain this data shall be included in the report.

Summary of participation rates for the program:

- 3.1 By crop year;
- 3.2 By county, by crop year;
- 3.3 By policy option (if applicable);
- 3.4 By crop year, by policy option (if applicable);
- 3.5 By crop year, by county, by policy option (if applicable).

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4.0 The following data sets should be provided in electronic format only. Data sets under 4.1, 4.2, and 4.3, categorized in the following order, if applicable.

4.1 By policy option (if applicable), by crop year;

4.2 By county, by crop year; and

4.3 By county, by policy option (if applicable), by crop year.

5.0 Analysis of Cause of Loss Information.

5.1 Provide an analysis and summary of the causes of loss by year, by state, by county, by type, by practice, by primary cause of loss, by secondary cause of loss, by policy count.

5.2 Provide an analysis and summary of the causes of loss by year, by state, by county, by type, by practice, by coverage level, by primary cause of loss, by secondary cause of loss, by policy count.

5.3 Provide a table summarizing liability, risk premium, producer premium, subsidy and indemnity by crop year, by state, by county, by primary cause of loss, by coverage level.

5.4 Provide a table summarizing loss cost ratio, earned premium rate, and loss ratio by type, by practice, by crop year, by cause of loss.

5.5 Provide a table summarizing loss cost ratio, earned premium rate, and loss ratio by type, by practice, by crop year, by cause of loss, by state, by county, by coverage level.

5.6 Provide an analysis and summary of the causes of loss by primary, secondary, and subsequent percentage loss by type, by crop year, by cause of loss, by policy count.

5.7 Provide an analysis and summary of the causes of loss by type, by crop year, by primary, secondary, and subsequent percentage loss, by state, by county, by coverage level, by policy count.

#### Attachment 4 - Required Attachments for the Program Materials Report (for Del. 2)

1. Applicable Crop Insurance Provisions, Basic Provisions, and CAT Endorsement.
2. Program Materials cited or used in the report.
3. Other materials cited or used in the report.

#### Attachment 5 - Board Package Specifications (for Del. 7)

##### Board Package and Oral Presentation (Time and Materials):

In accordance with the requirements in this Attachment 5, the Contractor shall submit a Board Package on the program evaluation to the Federal Crop Insurance Corporation Board of Directors (Board), and present the findings orally at the Board meeting, which will include responding to questions from the Board during the meeting. General Administrative Regulations-Subpart V - Submission of Policies, Provisions of Policies, Rates of Premium and Premium Reduction Plans provide guidance on the content and format for submissions to the Board.

1.0 Contents

1.1 Program Evaluation and results.

1.2 Revised program materials language and documents.

2.0 Format

2.1 The Contractor shall request the latest Board Package format from the COTR.

2.2 The Contractor shall submit two (2) electronic copies and twenty (20) hardcopy copies of the oral presentation to the COTR at least one week prior to oral presentation.

2.3 The Contractor shall submit twenty (20) electronic copies and twenty (20) hardcopy copies of the Board Package to the COTR by the date specified by the COTR.

2.4 The format of the report and presentation materials shall be in a format supported by RMA such as Microsoft Office (Word, Excel, and PowerPoint) or SAS format, as appropriate.

3.0 Logistics

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- 3.1 The location of the Board presentation is the location at which the Board is meeting when the program evaluation package is scheduled on the Board agenda.
- 3.2 The length of Board Presentation will be no more than 20 minutes with additional time allowed for questions.

## SPECIAL REQUIREMENTS

### 14 SPECIAL INSTRUCTIONS TO OFFERORS

#### Proposal Instructions

#### Section 1.0 Technical Proposal (containing the following elements):

- 1.1 Technical Approach, containing a technical discussion covering the following points:
  - a. A discussion of how the offeror would perform a complete review of the program's rating, the program's pricing procedure, and the program's underwriting guide.
  - b. A discussion of how the offeror would perform a complete review of the crop provisions and special provisions and how they fit with the Common Crop Policy Basic Provisions and the Catastrophic Risk Protection Endorsement.
  - c. A discussion of how the offeror will serve as a resource for presentations to the FCIC Board or for addressing issues or concerns raised by the Board or any of its delegated independent expert reviewers.
  - d. A discussion of planned listening sessions and how information addressing the customer (insured producer) satisfaction/dissatisfaction with the crop insurance program as well as how information on what the customers liked/disliked about the crop insurance program will be obtained.
  - e. A discussion of planned listening sessions and how information from uninsured producers in the areas on the reasons they did not use the crop insurance program will be obtained.
  - f. A discussion of planned listening sessions and how information addressing the delivery system satisfaction/dissatisfaction with the insurance program will be obtained.
- 1.2 Project Management Plan:
  - a. A preliminary work breakdown structure (WBS) organized around the contract deliverables, and identifying work activities (tasks) to the work package level, and labor resource estimates (categories and hours) assigned to each task.
  - b. The proposed delivery schedule, in accordance with the following:

Deliverable:

Completion Period/Due Date:

- |     |   |                                   |
|-----|---|-----------------------------------|
| 1   | DATA ANALYSIS AND INSURANCE EXPERIENCE REPORT | <i>To be proposed by offeror*</i> |
| 2a. | PROGRAM MATERIALS ORAL PRESENTATION           |                                   |
| 2.  | PROGRAM MATERIALS REPORT                      |                                   |
| 3a. | RATING AND PRICING ANALYSIS ORAL PRESENTATION |                                   |
| 3.  | RATING AND PRICING ANALYSIS REPORT            |                                   |
| 4.  | DIAGNOSTIC TOOL REPORT                        |                                   |
| 5a. | DRAFT PROGRAM EVALUATION ORAL PRESENTATION    |                                   |
| 5.  | DRAFT PROGRAM EVALUATION REPORT               |                                   |
| 6.  | FINAL PROGRAM EVALUATION REPORT               |                                   |
| 7.  | BOARD PACKAGE AND PRESENTATION                |                                   |

\* The offeror's proposed delivery schedule will be evaluated as part of the technical proposal evaluation process.

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## Proposal Instructions (continued)

### 1.3 Quality Control Plan that:

Details how you will identify and maintain quality standards, keep the project on time during each task, and monitor and report task progress. The plan should include 1) a method to monitor and report task progress, 2) a detailed narrative specifying the quality control progress flow including who reviews, rejects, or accepts work and how that information is reported, stored, and processed, 3) what corrective actions will be taken to meet deliverable due dates if the task is off schedule, and 4) a quality control matrix of the productive hours each skill type will devote to quality control on each task.

1.4 Technical proposals are limited to 20 pages, on standard letter-size paper. All pages shall have a minimum of a 1-inch margin on the top, bottom, left, and right. Page numbering, offeror identification, and disclaimers may be placed in the 1-inch margin. Font size shall be no smaller than 10-point. The 1-inch margin required for text pages is not required for foldouts. Electronic versions of the proposal shall be submitted in Microsoft Word™, Excel™, and Project™, as appropriate. The number of copies to be submitted, to which location, and in what form shall be as directed by the RFP. The Government will not count the following documents toward the 20-page limit:

- " Charts, Tables and Graphs (when on separate pages)
- " Letter of Transmittal (cover letter).
- " Title Pages.
- " Divider Pages.
- " Table of Contents
- " List of Exhibits

**IMPORTANT:** No Price or Cost data should be in the Technical Proposal

### Section 2.0 Cost or Price Proposal

The Price and Cost (Business) proposal shall be separate from the Technical Proposal. The offeror shall propose prices that directly correspond to the deliverables and services offered. If additional deliverables are proposed (or fewer), the offeror shall include those deliverables separately in an alternate proposal. Full descriptions and justifications for the additional deliverables shall be included in the alternate technical proposal. The price/cost proposal must also include the following:

1. Prices for all work identified in this solicitation. Labor categories and charges, other direct charges, travel expenses and methodology for determining travel costs, and other direct costs shall be shown for the deliverables and major components of deliverables in order to facilitate the Government's assessment of cost realism and performance risk.
2. Subcontractors, Consultants, and Subject Matter Experts (SME's): Each offeror's written price/cost proposal shall contain the following information for each subcontractor, consultant, and SME that will provide work under this proposal:
  - " Name of the company or individual;
  - " Type of work, hourly rate, and number of hours;
  - " Total cost to the Government
3. Payment Schedule: Offerors shall propose a payment schedule suitable for the type of contract proposed. For firm-fixed-price contracts, the proposed payment schedule may correspond to actual deliverables submitted under the contract.

## Proposal Instructions (continued)

### Section 3.0 Capabilities Statement

Offerors must demonstrate that they are qualified to perform the work by providing a capabilities statement detailing:

(1) Your key personnel (those who would have primary responsibility for performing and/or managing the project, including subcontractors) with their qualifications and specific experience, particularly for previous work of this nature;

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(2) Organizational experience for your organization (to include contract number & project description, period of performance, dollar amount, client identification with the point of contact & telephone number); and

## 15 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

### Organizational Conflict of Interest

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor shall disclose of any consultants or key personnel being proposed that have an agreement or employment arrangement in effect with another offeror under solicitation, "Evaluation of the Major Crop Plans of Insurance in Arkansas and Mississippi" or having an active contract with the Risk Management Agency.
- (c) It is the intent of this Agency to avoid contract awards which could create potential conflicts of interest. Such a situation could occur in the execution of this contract when the Contractor or any Subcontractors have interests in the insurance programs being evaluated; such interests bias a Contractor's judgment, either negatively or positively or result in an unfair advantage and thus impede the Government's objective of obtaining an unbiased, technically sound performance of the contract for the evaluation of the major crop plans of insurance in Arkansas and Mississippi.
- (d) Prior to the commencement of any work, the Contractor agrees to notify the Contracting Officer that to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have.
- (e) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure, in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer to avoid, mitigate, or neutralize the actual or potential conflict of interest.
- (f) Remedies- GovWorks may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting or pursue such other remedies as may be permitted by law or this contract.
- (g) The Contractor shall include this clause, including this paragraph in all subcontracts and consultant agreements provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.
- (h) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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## 16 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

If the offeror IS NOT aware of any information bearing on the existence of any potential organizational conflict of interest, the offeror must complete the following certification below:

### OCI CERTIFICATION STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (manufacture, financial, sale/resell or otherwise) that relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage.

SIGNATURE:

DATE:

NAME:

ORGANIZATION:

TITLE:

If the offeror IS aware of any information bearing on the existence of any potential organizational conflict of interest, the offeror must complete the following disclosure below:

### OCI DISCLOSURE STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts concerning past, present or currently planned interest or activities (manufacture, financial, sale/resale or otherwise) that relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice or (2) being given an unfair competitive advantage are fully disclosed and are attached and formatted to show:

- " The company, agency, organization in which you have a past, present or currently planned interest or activity (manufacture, financial, sale/resale or otherwise)
- " Description of the relationship
- " Period of relationship
- " Extent of relationship
- " Mitigation Plan, as necessary

SIGNATURE:

DATE:

NAME:

ORGANIZATION:

TITLE:

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## 17 GOVPAY CLAUSE

### GovPay Electronic Invoicing Requirements

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices, GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at [www.govpay.gov](http://www.govpay.gov). This web site includes user manuals, training resources, instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Support documentation shall be attached to the GovPay invoices in the form of "flat files" in American Standard Code for Information Interchanges (ASCII) and an adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCRE) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

[End of clause]